

Railways and Canals under the authority aforesaid did thereby appoint me the said John Page to be the said sole arbitrator, and did thereby agree that the valuation, arbitration and award of me the said John Page should be accepted as final, conclusive and without appeal.

And whereas the said John Hunter, James Murray and Merritt Andrew Cleveland, by an instrument in writing bearing date the 30th day of March, A.D. 1881, under their respective hands and seals assented to the reference of their claim arising out of their contract with Her Majesty the Queen, for the works embraced in section 27 of the Welland Canal enlargement aforesaid or connected therewith as stated in the instrument hereinbefore in part recited, to the sole valuation, arbitration and award of me the said John Page, Chief Engineer as aforesaid, and accepted the appointment of me the said John Page as sole arbitrator on the part of Her Majesty the Queen, and did also thereby jointly and severally appoint me the said John Page sole arbitrator on their part and did further promise and bind themselves to accept the decision, valuation, arbitration and award of me the said sole arbitrator as final, conclusive and without appeal, and to abide by the same.

Now know ye that I the said John Page having taken upon myself the burden of the said arbitration, and having heard and duly considered all the allegations and evidence of the respective parties of and concerning the said claims and matters in question so referred to me as aforesaid, and duly examined the papers, accounts and documents connected with the same, do make and publish this my award in writing of and concerning the said claims and matters in question so referred as aforesaid, and I do hereby award, order and determine that there is due from Her said Majesty the Queen to the said Hunter, Murray & Cleveland in respect of the matter so referred to me as aforesaid for all work done by them upon said section or under said contract, and for all materials supplied by them for use on said section, whether the same be already used in and upon the said section or not, and whether the same be now upon or near said section or at the quarries of said Hunter, Murray & Cleveland at Queenston and Beamsville, and at what is known as the "Beamsville Quarry Siding." Also, the stone at or near the Guard Lock at Thorold, and for certain derricks of the said Hunter, Murray & Cleveland, sold by them to Her said Majesty the Queen, represented by the said Minister of Railways and Canals, which materials and derricks are enumerated or referred to in the list hereto annexed, and in full satisfaction of all claims made, stated or alleged by the said Hunter, Murray & Cleveland against Her Majesty the Queen for matters arising out of the above mentioned contract, and all matters arising thereunder, and in respect of such claims the sum of sixty-one thousand three hundred and thirteen dollars and twelve cents—which sum I direct shall be paid to them on demand—and I do further order, determine and award that the said materials and derricks so by the said Hunter, Murray & Cleveland provided for and in connection with the work embraced in said contract shall forthwith, upon payment to them of the sum hereby awarded and ordered to be paid to them, become the property of Her said Majesty the Queen. And I further, order, determine and award that Her said Majesty the Queen do pay all the costs of the said submission, arbitration, reference and award.

In witness whereof, I, the said John Page, have hereunto set my hand and seal, in duplicate, this third day of August, in the year of Our Lord one thousand eight hundred and eighty-one.

Signed, sealed and delivered in the
presence of
W. G. THOMPSON. }

JOHN PAGE.

LIST OF MATERIALS and plant, referred to in the foregoing award, which become the property of the Government

All the stone delivered for the works on Section No. 27, whether cut, prepared, dressed or rough, or broken for concrete or road metal, whether situate on said